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TO RUEHC/SECSTATE WASHDC 4589  
INFO RULSDMK/DEPT OF TRANSPORTATION WASHDC  
RUEHRI/AMCONSUL RIO DE JANEIRO 1568  
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UNCLAS SECTION 01 OF 04 BRASILIA 000361

SIPDIS

USDOC WASHDC

EB/TRA FOR JEFF HORWITZ  
TRANSPORTATION FOR MICHAEL AVERY  
USDOC FOR 3134/USFCS/OIO/WH/EOLSON  
USDOC FOR 4332/ITA/MAC/WH/OLAC/MWARD

SENSITIVE  
SIPDIS

E.O. 12958: N/A

TAGS: [ELTN](#) [EWWT](#) [ECON](#) [BR](#)

SUBJECT: BRAZIL RESPONSE TO HIGHWAY ADMINISTRATION MEMORANDUM OF COOPERATION

¶1. (U) During their visit to Brazil in July of 2005, Federal Highway Administration (FHWA) representatives expressed interest in deepening ties between Brazilian and American transport authorities. The message was reinforced by Department of Transportation (DOT) Undersecretary for Policy Jeffrey N. Shane during the Western Hemisphere Transportation Initiative (WHTI) meeting in Brazil in August 2005. Subsequently, at the request of the FHWA, post sent a draft Memorandum of Cooperation to the Brazilian Ministry of Transport on August 30, 2005. On February 10, Emboffs met with Executive Secretary of the Ministry of Transport (MOT) Paulo Sergio Oliveira Passos and General Coordinator Jose Newton Barbosa Gama to discuss the MOT's written reactions to the Memorandum of Cooperation with the Federal Highway Administration.

¶2. (U) Post's review of the MOT's counter-draft shows a number of small changes, primarily re-ordering of text. The most substantive change is the MOT's deletion of language in the USG version of Paragraph 7 which specifically noted that separate memoranda of cooperation or plans could later be embodied in the Memorandum. In discussing this edit with econoff, Gama said that Brazil had no specific objection to the language, but did not see any pending issues that necessitated its inclusion.

¶3. (SBU) Our February 13 meeting came after months of pursuing a response from the Brazilians. The MOT's renewed interest in the MOC appears to have been occasioned by the December 12 visit of a GOB technician to the U.S. Army Corps of Engineers Research and Development Center in Vicksburg, Mississippi (which apparently came about as a result of a Corps engineer's participation in a conference in Brazil circa August 2005). MOT officials said that technical assistance on the integration and interoperability of waterways, roadways and rail systems is what interests them most, especially as it relates to emergency planning, drainage, and environmental protection. The Ministry is interested in pursuing accords with the U.S. Army Corps of engineers in this area.

Comment  
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¶4. (SBU) The Ministry of Transportation is enthusiastic about the prospects of planning studies, technical training, and technician exchanges. (We were not previously aware of these interactions between the GOB and the Army Corps of Engineers.) While emboffs explained that such assistance would come at a price and not form part of the FHWA umbrella agreement, Passos' and Gama's interest was primarily motivated specifically by potential cooperation with the Corps. However, we reiterated that the FHWA memorandum is only the

starting point for initiating the more technical areas of cooperation with FHWA. We all agreed that it would be best to move forward on two parallel tracks rather than combine the two areas of cooperation, though this could be a sticking point in moving forward on the FHWA umbrella agreement. End Comment.

15. The text of the original document sent from the Federal Highway Administration to the Brazilian Ministry of Transportation is below.

Begin Text:

MEMORANDUM OF COOPERATION BETWEEN FEDERAL  
HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION OF THE UNITED  
STATES OF AMERICA AND REPUBLIC OF BRAZIL, MINISTRY OF TRANSPORTATION

Whereas the Federal Highway Administration (FHWA), United States of America Department of Transportation (USDOT), and the Republic of Brazil, Ministry of Transportation (MDT), (hereinafter referred to as "the Participants");

Recognizing that new developments in the field of highway transportation can make important contributions toward promoting, encouraging, and advancing safe, secure, efficient highway transportation systems; and

Desiring to promote technology exchange and information sharing and cooperation and collaboration in the field of highway transportation set forth in this Memorandum of Cooperation as follows:

#### Article I

The Participants intend to undertake cooperation and collaboration

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in technology exchange and information sharing in the field of highway transportation on a mutually beneficial basis.

#### Article II

The Participants intend to identify specific activities for cooperation and collaboration in highway transportation and establish communication links between our highway experts to develop a framework for technology exchange and information sharing in the following areas as well as others of mutual interest:

1. Sharing of information such as infrastructure financing, road safety and the use of Intelligent Transportation Systems;
2. Sharing of scanning reports which includes information learned by the FHWA in conjunction with the American Association of State Highway Transportation Officials in response to high priority transportation needs in the United States;
3. Share experiences in developing transportation solutions in Brazil;
4. Offer training courses with the FHWA National Highway Institute according to an established fee schedule; and
5. Facilitate the formation of ongoing cooperative relationships resulting in technology exchange and information sharing between the U.S. and Brazil.

#### Article III

The Participants may pursue cooperation and collaboration through exchange of technical information on subjects of mutual interest and other fora of cooperation and collaboration as mutually agreed.

#### Article IV

The Participants may allow, as appropriate, other transportation stakeholders to participate in activities resulting from this Memorandum. These entities may include relevant governmental agencies, researchers, organizations, national laboratories, universities and the private sector.

#### Article V

To coordinate the cooperative and collaborative activities, each Participant may designate a representative to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of exchange. The representatives of the Participants or their designated coordinator should consult with each other and define the cooperative activities and other related matters. When necessary, they may meet to consider matters related to the implementation of this Memorandum.

#### Article VI

The cooperation is subject to the availability of funds and personnel.

#### Article VII

Specific cooperative and collaborative projects and activities may be embodied in separate memoranda or plans, between the Participants, which may cover the subject, procedures and terms of cooperation to be undertaken, the entities involved, funding, and other appropriate matters related to the conditions of such cooperation.

#### Article VIII

Technical information of a non-proprietary nature derived from the cooperative and collaborative activities conducted under the Memorandum may be made available to the public through customary channels and in accordance with the normal procedures of the Participants and other government entities involved in the activities.

#### Article IX

Information transmitted by one Participant to the other under this Memorandum should be accurate to the best knowledge and belief of the transmitting Participant but the transmitting Participant does not intend to warrant the suitability of such information for any particular use or application by the receiving Participant.

#### Article X

The activities under this Memorandum should commence on the date of signature below. Either Participant may end its cooperation under this Memorandum at any time, but should attempt to provide sixty

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(60) days prior written notification to the other Participant. The Participants should endeavor to complete or continue specific activities then underway if they so choose.

FOR THE FEDERAL HIGHWAY ADMINISTRATION, THE DEPARTMENT OF  
TRANSPORTATION OF THE UNITED STATES OF AMERICA  
Signed

FOR THE REPUBLIC OF BRAZIL MINISTRY OF TRANSPORTATION  
Signed

End Text.

16. An informal translation of the Brazilian response to the Federal Highway Administration is provided below:

Begin Text.

MEMORANDUM OF COOPERATION BETWEEN THE FEDERAL  
HIGHWAY ADMINISTRATION OF THE U.S. TRANSPORTATION DEPARTMENT AND THE  
MINISTRY OF TRANSPORTATION OF THE FEDERATIVE REPUBLIC OF BRAZIL FOR  
COOPERATION IN THE AREA OF HIGHWAY TRANSPORTATION

The Federal Highway Administration of the Transportation Department of the United States of America and The Ministry of Transportation of the Federative Republic of Brazil (hereafter denominated "the Participants")

Recognizing that new developments in the area of highway transportation can bring important contributions for the promotion, incentive and advance of safe, secure and efficient transportation systems; and

Desiring to promote an interchange of technology and information

sharing, as well as collaboration and cooperation in the area of highway transportation,

Agree to the following:

#### ARTICLE I

The participants will promote cooperation in the area of highway transportation, with regard to its technological aspects, based on the principle of mutual benefits, equality and reciprocity.

#### ARTICLE II

This Memorandum of Understanding , hereafter denominated "Memorandum", is for the purpose of sharing experiences and information in the following areas:

- a) Financing of Infrastructure, Constructive Technology, Highway Cooperation and Safety, Terminology, Environment and Intelligent Transportation Systems;
- b) Other matters mutually agreed between the Participants.

#### ARTICLE III

The forms of cooperation covered in this Memorandum will be:

- a) Sharing of systematic reports including information collected by the Federal Highway Administration together with the U.S. Association of State Highway Transportation Employees, in answer to the needs of high priority transportation in the United States;
- b) Sharing of experiences in the development of solutions for transportation in Brazil;
- c) Certification and Training for Brazilian specialists at the National Highway Institute of the Federal Highway Administration, in accordance with an established schedule of costs; and
- d) Other forms of cooperation mutually agreed between the Participants.

#### ARTICLE IV

The Participants may allow, when necessary, the involvement of transportation agents from other government agencies, researchers, national laboratories, universities and the private sector.

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#### ARTICLE V

To coordinate cooperation activities, each Participant will designate a representative who shall determine the specific cooperation directives and assure the effectiveness of the interchange. The representatives of the Participants, or coordinators named, will conduct reciprocal consultations and define the activities of cooperation and other pertinent subjects. When necessary, they will meet to analyze subjects related to the implementation of this Memorandum.

#### ARTICLE VI

Unless mutually decided otherwise, each Participant will finance his own expenses for the cooperation activities described in the present Memorandum.

#### ARTICLE VII

Non-proprietary technical information resulting from the cooperation activities conducted under this Memorandum, can be made available to the public through the usual channels and according to normal procedures of the Participants and other government agencies involved.

#### ARTICLE VIII

Information transmitted from one Participant to another under the scope of this Memorandum, should be precise, credible and unequivocal. The Participant sending this information will not be obliged to guarantee that it is perfectly adequate for a specific use or application by the receiving Participant.

#### ARTICLE IX

This Memorandum will enter into effect on the date of its signing and will continue in force unless one of the Participants decides to terminate it, notifying the other Participant of his decision, in writing, with sixty days notice.

Done on \_\_\_\_\_, the \_\_\_\_\_ day of the month of \_\_\_\_\_, \_\_\_\_\_, in two equally authentic original copies, in the Portuguese and English languages.

End Text.

Chicola